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Counsel to the Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Case No.: 23-30564

THE ROMAN CATHOLIC ARCHBISHOP OF
SAN FRANCISCO,

Chapter 11

Debtor and Debtor in Possession.

**DECLARATION OF GILLIAN N. BROWN
IN SUPPORT OF FOURTH INTERIM
APPLICATION OF PACHULSKI STANG
ZIEHL & JONES LLP FOR ALLOWANCE
AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF OCTOBER 1,
2024 TO JANUARY 31, 2025**

[Related to Docket No. 1051]

Date: April 10, 2025

Time: 1:30 p.m.

Place: Via ZoomGov
Judge: Hon. Dennis Montali

I, Gillian N. Brown, declare as follows:

1. I am an attorney authorized to practice in the Northern District of California. I am of counsel to Pachulski Stang Ziehl & Jones LLP (“PSZJ”). PSZJ is counsel for the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned bankruptcy case (the “Case”).

2. I make this declaration in support of PSJZ's *Fourth Interim Application for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period October 1, 2024 through January 31, 2025* (the "Application"), filed concurrently herewith.

1 3. The following facts are personally known to me. If called to do so, I could and would
2 competently testify to the following facts.

3 4. PSZJ practices throughout the nation and is the largest corporate restructuring law
4 firm in the United States with approximately 77 attorneys. PSZJ's offices are located in San
5 Francisco, Los Angeles, New York, Houston, and Wilmington, Delaware.

6 5. PSZJ billed time for each calendar month during the Fee Period¹ of October 1, 2024
7 through January 31, 2025 on an hourly basis using its regular hourly rates, *provided, however,* that
8 PSZJ discounted its total fees during each calendar month of the Fee Period to *the lesser* of the
9 amount billed using regular hourly rates and a blended hourly rate of \$1,050.

10 6. During the Fee Period, PSZJ's application of the blended rate has resulted in a
11 discount to the estate in the amount of \$114,784.50.

12 7. PSZJ will contribute ten percent (10%) of all fees it receives in this Case on a final
13 basis to a settlement trust that is approved as part of a plan of reorganization. As such fees are paid
14 to it, PSZJ holds those funds in a trust account until a settlement trust is established through a plan of
15 reorganization.

16 8. PSZJ customarily charges \$0.20 per page for photocopying and \$0.10 per page for
17 scanning for cases in this judicial district. PSZJ's photocopying machines automatically record the
18 number of photocopies or scanned pages when the person who is performing that work enters the
19 client's account number into a device attached to the photocopier. PSZJ summarizes each client's
20 photocopying and printing charges on a daily basis. Whenever feasible, PSZJ sends large copying
21 projects to an outside copy service that charges a reduced rate for photocopying. Pursuant to the
22 guidelines promulgated by the Office of the United States Trustee, PSZJ has agreed not to charge for
23 outgoing faxes. Received faxes are charged at \$0.20 per page, the same costs as PSZJ charges for
24 photocopies.

25 9. PSZJ does not charge for local or long distance telephone calls placed by attorneys
26 from their offices. PSZJ only bills its clients for the actual costs when it initiates a multiple-party
27 teleconference, for instance, using Zoom or an AT&T conference line.

28 ¹ Any terms not defined in this Declaration shall have the meanings ascribed to them in the Application.

10. Regarding providers of on-line legal research (e.g., LEXIS and Bloomberg), PSZJ charges the standard usage rates these providers charge for computerized legal research. PSZJ bills its clients the actual amount charged by such services, with no premium. Any volume discount PSZJ receives is passed on to the client.

11. I am informed and believe the foregoing rates for expenses are the market rates that the majority of law firms charge clients for such services in this judicial district.

12. PSJ has not entered into any agreement or understanding with any other entity for the sharing of compensation received or to be received for services rendered and/or to be rendered in connection with this Case. I believe that the compensation and expense reimbursement sought in the Application conform with the Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees for the United States Bankruptcy Court for the Northern District of California.

13. To the best of my knowledge, information, and belief, PSZJ's invoices attached as Exhibit F to the Application represent true and correct time entries for work that PSZJ attorneys and staff performed, and true and accurate expenses that PSZJ has paid and for which it seeks allowance and payment by way of the Application.

I declare under penalty under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of March 2025, at Ventura, California.

/s/ *Gillian N. Brown*
Gillian N. Brown